

Collective Agreement

between

**Ontario Public Service Employees Union/Syndicat des
Employés de la Fonction Publique de l'Ontario
on behalf of its Local 4109**

and

**University of Ottawa
(Security Division of Protection Services)**

DURATION: May 1, 2023 – April 30, 2026



TABLE OF CONTENTS

ARTICLE 1 – PURPOSE..... 1

ARTICLE 2 – RECOGNITION 1

ARTICLE 3 – DEFINITIONS 1

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT 2

ARTICLE 5 – MANAGEMENT RIGHTS 2

ARTICLE 6 – UNION SECURITY (DUES DEDUCTION)..... 3

ARTICLE 7 – LICENSE AND REGISTRATION 4

ARTICLE 8 – UNION REPRESENTATION..... 4

ARTICLE 9 – HEALTH AND SAFETY AT WORK..... 7

ARTICLE 10 – NO STRIKES OR LOCKOUTS 8

ARTICLE 11 – GRIEVANCE PROCEDURE 8

ARTICLE 12 – MEDIATION/ARBITRATION 10

ARTICLE 13 – DISCIPLINE..... 11

ARTICLE 14 – SENIORITY..... 12

ARTICLE 15 – POSTING AND FILLING OF VACANCIES..... 14

ARTICLE 16 – PROBATIONARY PERIOD 17

ARTICLE 17 – LAYOFF AND RECALL 17

ARTICLE 18 – CONTRACTING OUT 20

ARTICLE 19 – WORK OF THE BARGAINING UNIT..... 20

ARTICLE 20 – VARIOUS PAID LEAVES 20

ARTICLE 21 – LEAVES OF ABSENCE WITHOUT PAY..... 23

ARTICLE 22 – UNION LEAVE 24

ARTICLE 23 – MATERNITY AND PARENTAL LEAVES 24

ARTICLE 24 – SICK LEAVE 28

ARTICLE 25 – ANNUAL LEAVE..... 32

ARTICLE 26 – ACCESS TO CERTAIN POLICIES 36

ARTICLE 27 – STATUTORY HOLIDAYS AND HOLIDAY PERIOD 36

ARTICLE 28 – HOURS OF WORK, OVERTIME AND PREMIUMS 37

ARTICLE 29 – WAGES 42

ARTICLE 30 – UNIFORMS 44

ARTICLE 31 – PENSION PLAN 44

ARTICLE 32 – RETIREMENT ALLOWANCE 44

ARTICLE 33 - GROUP INSURANCE..... 46

ARTICLE 34 – TEMPORARY SHUTDOWN OF THE UNIVERSITY 49

ARTICLE 35– TERMS AND DURATION OF AGREEMENT 50

SCHEDULE ‘A’ 52

Salary Scale 52

LETTER OF UNDERSTANDING #1..... 53

RE: Uniforms and Equipment..... 53

LETTER OF UNDERSTANDING #2..... 55

RE: Salary and Bill 124 55

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish, to foster and maintain harmonious collective bargaining relations between the University, the Union and the employees covered by this Agreement; to provide for on-going means of communication and discussions between the Union and the University and the prompt resolution of labour relations problems; and to establish and set out certain conditions of employment including salaries, hours of work, benefits and other conditions of employment in accordance with the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The University recognizes the Union as the sole bargaining agent for all Team Coordinators and Security Guards employed in the Security Division of Protection Services at the University of Ottawa in the City of Ottawa, save and except Operations Manager and persons above the rank of Operations Manager and persons for whom any trade union held bargaining rights as of October 8, 2019.
- 2.02 Throughout this Collective Agreement, all parties shall acknowledge that wherever the feminine or masculine gender is used, it shall be considered to be reference to both genders. Where the singular is used, it may also be deemed to mean the plural within the appropriate context.

ARTICLE 3 – DEFINITIONS

- 3.01 Employer: means the University of Ottawa.
- 3.02 Liaison officer: Means the Director Employee and Labour Relations, or their delegates, who alone are empowered to deal with any problems relating to labour relations, discussions or negotiations and agreements with the Bargaining Unit or the Union.
- 3.03 The parties: means the University and the Union
- 3.04 Employee: means any person include in the Bargaining Unit and governed by the Agreement.
- 3.05 Representative: means Staff Representative, Unit Steward, Shop Steward, or Union members of committees referred herein.
- 3.06 Continuous service: means a period of service without more than thirteen (13) weeks of uninterrupted work between one or more consecutive positions/employment contracts.

- 3.07 Regular employee: means any employee of the Bargaining Unit who holds a regular indeterminate full-time position and for which the number of hours of work is specified in his job description as forty (40) hours per week.
- 3.08 Part-time term employee: means any employee of the Bargaining Unit who holds a contract and for which the number of hours of work are a guaranteed minimum of twenty-four (24) hours per week but less than forty (40) hours per week.
- 3.09 Regular part-time employee: means any employee who holds a regular indeterminate part-time position and for which the number of hours of work per week is more than twenty-four (24) hours per week but less than forty (40) hours per week.

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

- 4.01 The University and the Union agree that there will be no harassment, intimidation, discrimination, interference, restraint or coercion exercised or practiced by any of their representatives with respect to any employee because of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union.
- 4.02 It is agreed every employee covered by this Agreement has a right to freedom from harassment in the workplace by either party or by another employee covered by this Agreement. The University, employees and the Union agree to conduct their affairs in accordance with the Ontario *Human Rights Code*, the *Occupational Health & Safety Act* Ontario and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practiced or permitted by the University or the Union or any of their representatives against any employee because of sex, sexual orientation, same-sex partnership status, gender identity, gender expression, age, marital status, family status, disability, record of offences, race, colour, creed (religion), ethnic, origin, place of origin, ancestry or citizenship not pertinent to the employment relationship.
- 4.03 The University, the employees and the Union are committed to adhere to the University's Policy 67a "Prevention of Harassment and Discrimination" and Policy 67b "Prevention of Sexual Violence" as well as their applicable regulations.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 All rights and prerogatives retained by the University remain exclusively and within the rights of the University save and except to the extent specifically modified or limited by any provision(s) of the Agreement.

It is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;

- (b) hire, discharge, direct, classify, transfer, promote, lay off, and suspend or otherwise discipline employees, provided, subject to Article 11.06, that a claim by an employee that he has been discharged or disciplined without just cause may become the subject of a grievance.
- (c) establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- (d) generally, to manage and operate the University of Ottawa.

ARTICLE 6 – UNION SECURITY (DUES DEDUCTION)

- 6.01 The University will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the University by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the University to the Union's Accounting Department no later than the 15th of the month following the month in which such deductions were made. Union dues are deducted beginning the first day of employment.
- 6.02 The University shall report the total union dues deducted on each employee's T-4 slip on an annual basis.
- 6.03 The Union will advise the University in writing of the amount of its regular dues along with the Guideline for OPSEU Dues Calculation. The amount so advised shall continue to be deducted until changed by further written notice to the University.
- 6.04 The union and the employees shall hold the University harmless with respect to any liability which the University might incur as a result of deductions and remittances.
- 6.05 The University agrees that, should negotiations result in retroactive payment of wage increases, the University will deduct the amount of dues required by Article 6.01 of the Collective Agreement at the time the payment is made.
- 6.06 By January 15th and July 15th of each year, the employer shall provide the Union an electronic copy of an updated list of bargaining unit employees names, seniority expressed in years to three (3) decimal points, service expressed in years to the three (3) decimal points, status, job classification title, active or on leave, annual salary, location, employee ID, address, telephone number.

ARTICLE 7 – LICENSE AND REGISTRATION

- 7.01 (a) Protection Services Members who are employees of the University are regulated by legislation and must hold a current and valid license in order to ensure competent quality service and maintain compliance with current legislation. Maintenance of this license is a requirement of employment. Employees are required to carry their license on them at all times while on duty.
- (b) Employees are required to present their original Security License as evidence to their Manager (or designate) that their Security License is in good standing and currently in effect by the expiry date of the previous license.
- (c) Upon the Protection Service Member's return from a leave of absence (including pregnancy, parental, and education leave), he must submit evidence of a current license to their Manager (or designate), at least two (2) weeks in advance of his return to work date.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 The University recognizes the right of the Union to appoint or otherwise select, from among those employees who have completed their probationary period and who are covered by this Agreement, up to six (6) stewards including the Unit Stewards.
- 8.02 The Union will inform the University, in writing, of the names of the stewards and of any subsequent changes and the University will not be required to recognize such stewards until notification from the Union has been received.
- 8.03 The Union acknowledges and agrees that stewards and other employee committee members as prescribed in this Article have regular duties to perform in connection with their employment. For meetings that are scheduled during employee's regularly scheduled hours of work, such employee will first obtain his manager's permission before leaving the work place to attend such meetings and will advise the manager upon his return to regular duty. Such permission shall not be unreasonably withheld by the University. The Union acknowledges that those of its representatives who are employees must continue to perform their regular duties and that so far as it is practicable, all union activities will be conducted outside of regular working hours. Understanding that operational requirements take precedence, the Union will provide as much notice as possible for the purpose of staffing. No employee will engage in any union activity during regular working hours except as provided in this agreement.

- 8.04 (a) A grievor, or an employee whose participation is necessary at a meeting arranged between the University and the Union who attends such a meeting during their normal working hours shall be paid at their regular wage for time spent attending the meeting and reasonable travel time. This section will also apply to the Union Steward who is authorized to represent the grievor.
- (b) Meetings involving grievances or complaints shall be at times and places agreed to between the Union and the University.
- 8.05 Employees shall have the right, upon request, to the presence of a Union steward at any time when discipline is imposed. When the University suspends or discharges an employee, the University shall notify the Union in writing of such suspension or discharge.
- 8.06 The OPSEU Staff Representative may provide assistance to bargaining unit members up to and including attending meetings on issues arising out of the Collective Agreement but will not interfere with the University's Operation.
- 8.07 Negotiating Committee

The University shall recognize a Negotiating Committee composed of up to three (3) members of the bargaining unit, one of which is a unit steward, and one (1) negotiator from the Union. The purpose of this Committee shall be to negotiate with the University the renewal or modifications of the terms of this Collective Agreement. The Union agrees to recognize the University's negotiating team which shall have equal representation.

Where the Union requires caucus time off for its members to prepare for bargaining, the University shall make all reasonable efforts to grant such time without loss of pay, benefits or seniority. The University will bill OPSEU for meetings held for caucus purposes under this article. Whenever possible, the Union shall request time off with two (2) weeks' notice. Such requests will not be unduly denied and shall be submitted in writing to the Human Resources Service Labour Relations sector.

Two of the three employee members of the Negotiating Committee shall receive their regular pay for all regularly scheduled straight time working hours lost due to attendance at negotiations with the University up to and including Conciliation.

8.08 Labour Management Committee

The parties mutually agree that there are matters that would be beneficial to discuss at a Labour Management Committee Meeting during the term of this agreement. The Committee shall be comprised of an equal number of representatives of each party but the number of representatives for either party shall not exceed three (3) one of which will be the unit steward.

Unless otherwise agreed, the Committee shall meet once every three (3) months on a regular pre-determined basis and at a mutually satisfactory location. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed, unless the meeting is called on an urgent basis and accompanied by an agenda of matters proposed to be discussed.

Where a change in a pre-scheduled date is required, each Party will give the other Party as much notice as possible.

Union members attending such meetings shall not incur any loss of pay or benefits. Union members attending the meeting during their regularly scheduled day off will be paid at straight time for the duration of the meeting. The employer agrees to adjust schedules where possible for purposes of committee members' attendance at the Labour Management Committee meetings.

The parties agree that the union Staff Representative or support persons for the University may be invited to such meetings.

8.09 Union Leave Bill Back

With respect to requests for time-off for Union business that would result in loss of scheduled hours of work and related wages, the University agrees to pay employees the wages and/or benefits that would otherwise be lost and invoice the Union for reimbursement as soon as possible following such occurrence. The Union undertakes to reimburse the University within sixty (60) days of receipt of such invoice.

8.10 Orientation

A new employee will have the opportunity to meet with a representative of the Union in the employ of the University for a period of up to thirty (30) minutes, once during the first thirty (30) days of such new employee's employment. Such meeting will be scheduled by the University during its onboarding process and time spent attending such meeting will be without loss of pay from scheduled working hours for both the new employee and the Union representative.

8.11 Copies of the Agreement

The University and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute sufficient copies of this Agreement to all parties.

8.12 Bulletin Boards

The University will provide a physical bulletin board for the purpose of posting notices regarding meetings and other matters of Union business.

8.13 No Other Agreements

No Employee shall be required or permitted to make any written or verbal agreement with the University or its representative(s) which conflicts with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the University without proper authorization from the Union.

ARTICLE 9 – HEALTH AND SAFETY AT WORK

9.01 The University, the employees and the Union agree that they mutually desire to maintain standards of safety and health in the University in order to prevent workplace accidents, workplace injury and occupational illness in accordance with the *Occupational Health and Safety Act*.

9.02 The Parties recognize their obligations under University Policy 77 “Occupational Health and Safety” and the Terms of Reference of the University Joint Occupational Health and Safety Committee.

Such Committee shall identify potential dangers and hazards, are committed to improving health and safety conditions in the workplace and recommend actions to be taken to improve conditions related to safety and health.

9.03 The University, the Bargaining Unit and employees recognize their respective obligations under the *Workplace Safety and Insurance Act, 1997* to cooperate in a worker’s early and safe return to work following a workplace accident or occupational illness.

Regular employees who are absent from work due to a work accident continue to receive their regular base salary for the duration of their absence or, at the latest, until one-hundred-nineteenth (119th) calendar day of absence. During this period, the University receives the amounts payable by the WSIB directly. Should the absence extend beyond the one-hundred-and-nineteenth (119th) calendar day, the employee will then receive benefits from the WSIB.

9.04 Employee members of the UJOHSC and of all operational sub-committees shall be entitled to be absent from work for a reasonable period without loss of pay and benefits, at the University’s expense, to attend meetings and identified training

sessions. The UJOHSC can recommend these absences as part of its responsibilities.

- 9.05 Meetings shall be held in accordance with the Terms of Reference of the University Joint Occupational Health and Safety Committee.

ARTICLE 10 – NO STRIKES OR LOCKOUTS

- 10.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words “strike” and “lockout” shall be as defined in the Ontario *Labour Relations Act*.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The University agrees that it will not discipline an employee without just cause. Where the University deems it necessary to suspend or discharge an employee, the University shall notify the Union, in writing of such suspension or discharge.

For the purposes of this article, the definition of “writing” includes written letter, facsimile, or electronic mail.

- 11.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the University relating to the interpretation, application, administration or alleged violation of the Agreement.

11.03 Complaint Stage

An employee having a complaint arising out of the interpretation, application, and/or administration of the Collective Agreement, will first take up the complaint within ten (10) business days of the occurrence of the matter which is the subject of the complaint with her/his manager. It is understood that an employee has no grievance until they have first given their manager an opportunity to address a complaint. The manager shall have five (5) business days to seek advice and information and to communicate a response to the employee.

11.04 Step One

Failing satisfactory settlement under Article 11.03, the employee may submit a grievance in writing within ten (10) business days of the decision to the Director with a copy to the Director, Labour and Employee Relations or designate. A Grievance Form shall include the nature of the grievance, the section of sections of the Agreement which are alleged to have been violated, the remedy sought, and

employee and Union representative signatures. The Director, or designate, the Director, Labour and Employee Relations or designate, a union representative and the employee shall meet to discuss the grievance within ten (10) business days. The Director or designate shall give his answer in writing, within ten (10) business days after the grievance meeting.

11.05 Step Two

If the grievance is not settled at Step One, the grievance may be referred by the Union to the Director, Labour and Employee Relations within ten (10) business days of receiving an answer in writing from Step One. A meeting shall be arranged by Labour Relations with the employee and a representative of the Union within ten (10) business days in order to resolve the dispute. The Director, Labour and Employee Relations or designate shall reply in writing within ten (10) business days.

11.06 Individual Grievance

Any dispute affecting one employee constitutes an individual grievance.

11.07 Group Grievance

Where a number of employees have identical individual grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Unit Steward, or designate, to the Director, or his designate with a copy to the Director, Labour and Employee Relations or designate within fifteen (15) business days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

11.08 Policy Grievance

Should any difference arise between the Employer and the Union as to the interpretation, application, administration or alleged violation of the provisions of this Agreement affecting either the Employer or the Union as such, or the employees as a whole, both the Union and the Employer shall have the right to file a grievance at Step One.

A grievance of the Employer or a Policy grievance shall be submitted to the Director or to the Staff Representative in the case of an Employer grievance within fifteen (15) business days of when the incident giving rise to the grievance would reasonably have been known to the Union or to the Employer.

11.09 Suspension/Discharge

In the case of suspension or discharge, a grievance shall be introduced at Step Two of the grievance procedure within fifteen (15) business days after receipt of written notification of the suspension or discharge.

11.10 Time Limits

Time limits are mandatory, unless the Parties extend them by mutual agreement in writing.

ARTICLE 12 – MEDIATION/ARBITRATION

12.01 Prior to referring a grievance to arbitration, the parties will discuss the possibility of mediation, using a mutually agreed-upon mediator, in the interests of resolving disputes as early as possible. The Union or the University may withdraw from the mediation process on a without prejudice basis to either party at any time and resume the grievance process.

12.02 Arbitration Procedure

Notice of Intention to invoke the Arbitration procedure by either party shall be given in writing within fifteen (15) business days of the outcome of Step Two of the grievance procedure, but not thereafter. If Notice of Arbitration is not given within the fifteen (15) business days, the grievance shall be deemed settled.

The Notice of Intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, and a statement of the actual remedy sought by the party from an Arbitrator.

12.03 The matter shall be referred to a single Arbitrator agreed to by both parties. If within fifteen (15) business days the parties have not reached an agreement regarding the nomination of a single Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

The parties may, by mutual agreement, agree that the grievance be referred to a Board of Arbitration.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, and that decision shall be final and binding upon the parties and upon any employee(s) affected by it.

12.04 No person shall be selected as Arbitrator who:

- (a) is acting, or has within a period of six (6) months preceding the date of her/his appointment acted in the capacity of solicitor, legal advisor, or counsel to either of the parties; or who
- (b) has any pecuniary interest in the matters referred to her/him, as the case may be.

12.05 In no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect.

12.06 Each party will equally share the fees and expenses of the Arbitrator, Employees who are called as witnesses at arbitration hearings shall be given release time from their regular duties with no loss of compensation or benefits. Each party shall bear the expenses of its representatives and participants and for the preparation and presentation of its own case.

12.07 No matter may be submitted to Arbitration which has not been properly carried through all the requisite steps of the grievance procedure.

ARTICLE 13 – DISCIPLINE

13.01 The University shall not impose discipline without just cause.

13.02 The University shall apply a progressive discipline system in disciplinary matters. However, if the alleged acts or behaviour are serious enough, progressive discipline may be disregarded and the misconduct may be subject to serious disciplinary measures, including dismissal, upon the first act or behaviour.

13.03 When an investigation that may lead to discipline is carried out, only the employee who is himself the subject of the investigation is informed of his right to be accompanied by a union representative.

13.04 If the University wishes to impose a disciplinary measure other than a verbal warning, it shall summon the employee to a meeting through a written notice at least twenty-four (24) hours in advance.

The written notice informs the employee of the day, time and location of the meeting and of his right to be accompanied by a union representative. If no Union Representative is available and one is requested, the meeting shall be rescheduled.

- 13.05 When discipline involving a disciplinary letter, suspension or dismissal is to be applied, the Director or his designate shall communicate the decision to the employee in a written notice that sets out the reasons behind the discipline.
- 13.06 Any disciplinary measure recorded in an employee's personnel file will not be used against him and will be withdrawn from his file if no further disciplinary infractions of the same nature have been recorded in his file during the subsequent eighteen (18) months. Furthermore, any disciplinary measures that have been decided in the employee's favour are removed from the employee's file forthwith.

An employee is entitled to place a written response to any disciplinary or administrative actions on their file.

13.07 Access to Files

An employee's official file is retained in the Human Resources Service Department.

Having provided a written request to the Human Resources Service, an employee shall be entitled to view their personnel file in the presence of the Human Resources designee at a mutually convenient time.

ARTICLE 14 – SENIORITY

- 14.01 Full-time regular employees shall accumulate seniority on the basis of years, months and days of employment since date of hire in the bargaining unit.

Part-time term employees shall accumulate seniority on the basis of regular hours worked since date of hire in the bargaining unit.

In the event of two or more employees have the same date of hire, seniority ranking is determined on the date and time their employment contract was signed.

- 14.02 Seniority lists will be maintained and posted on the Union's physical board and the Human Resources website. The list shall be updated twice per year by March 31st and September 30th. Updated seniority lists are to be used for purposes of shift call outs or in the event of lay-off or restructuring.
- 14.03 Where an employee moves from full-time status to part-time status or vice versa, they shall retain the accumulated seniority hours attained at the date of transfer and accumulate future seniority hours attained in accordance with the new status. One (1) year of full-time work shall equal two thousand and eighty (2080) hours of seniority and two thousand and eighty (2080) hours of work as regular part-time shall equal one (1) year of seniority. It is understood that part-time employees may not accrue more than two thousand and eighty (2080) hours in a calendar year. Service, Seniority and Benefit dates shall not precede the employee's hire date.

There shall be no reduction in the employee's hourly rate of pay when transferring employment status (full-time to part-time and vice-versa).

- 14.04 (i) Seniority shall be retained and accumulated when an employee is absent from work under the following conditions, unless otherwise provided:
- (a) when on a leave of absence with pay, an *Employment Standards Act* protected leave, or when an employee is in receipt of Workplace Safety and Insurance Board benefits;
 - (b) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
 - (c) when on sick leave and in receipt of weekly indemnity and/or EI sick leave benefits under the collective agreement.
 - (d) when on an approved Self-Financed Leave

Note: This clause shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.

- (ii) Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions, unless otherwise provided;
- (a) when on an approved leave of absence without pay, after thirty (30) continuous calendar days;
 - (b) while on layoff.

14.05 Loss of Seniority and Termination of Employment

An employee shall lose all seniority and their employment shall be deemed to be terminated if the employee:

- (a) resigns, retires or is discharged for just cause (and the discharge is not reversed through the grievance/arbitration procedure);
- (b) fails to report for work as scheduled at the expiration of a leave of absence unless a reason satisfactory to the University is given;
- (c) fails to notify the University of their intention to return to work from layoff within seven (7) business days of being notified to do so by registered mail to the employee's last address on record with the University and fails to report for work within ten (10) business days after the issuance of the notice;

- (i) It shall be the responsibility of the employee to update the University of the employee's current address and phone number. If any employee fails to do this, the University will not be responsible for a failure of a notice to reach an employee
- (d) is laid off for a period in excess of twelve (12) months.

14.06 Transfer out of the Bargaining Unit

- (a) An employee who accepts a temporary position outside of the bargaining unit for a period of not more than twelve (12) months, shall retain, but not accumulate their seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. It is understood that an employee may decline such an offer of transfer.
- (b) In the event an employee accepts a temporary position outside of the bargaining unit for a period in excess of twelve (12) months, they will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of their return to the bargaining unit.
- (c) By mutual agreement between the union, the Employer and the employee, a temporary position outside of the bargaining unit may be extended for a period not to exceed twenty-four (24) months. In the case where an extension has occurred, an employee must return to their original or similar bargaining unit position after the temporary position to retain their seniority in accordance with Article 14.06 (a. For clarity, they must return to a bargaining unit position for a period no less than six (6) months prior to accepting a temporary position outside of the bargaining unit again.

ARTICLE 15 – POSTING AND FILLING OF VACANCIES

- 15.01 (a) Where a vacancy exists including temporary vacancies expected to exceed six (6) months, or where the University creates a new position in the bargaining unit, such vacancy shall be posted within forty-five (45) days of the vacancy for a period of ten (10) calendar days. Applications for such vacancies shall be made in the prescribed format according to the job posting within the ten (10) day period referenced herein.

The Employer may approach the union to waive posting of the temporary positions of six (6) months or greater due to extenuating circumstances. The University will provide the reasons explaining the circumstances. Such agreement, if reached, will be documented in writing under a memorandum of agreement.

Notwithstanding the above, the University may fill at its own discretion temporary vacancies not expected to exceed six (6) months.

Upon completion of a temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

Employees newly hired to fill a temporary vacancy will accrue seniority during the filling of such vacancy. The release or discharge of a temporary employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

(b) Electronic Postings

All full-time job postings will be posted electronically on the University of Ottawa's Human Resources webpage.

Job opportunities will also be sent by email by the management team to all Protection Service members.

Where a position has been posted, and again becomes vacant within three (3) months, a new posting need not be completed, but the previous bargaining unit applicants will again be considered and the union will be so advised.

- 15.02 All applications received prior to the end of the posting period will be considered. In selecting the successful applicant for vacancies or new position's selection shall be based on skill, ability, experience and relevant qualifications of the applicants. The University evaluates the employee through an interview or through an interview and selection tests. Candidates with the score of seventy-five (75) percent or more will be retained and the candidate with the most seniority will be awarded the position.
- 15.03 The University can recruit simultaneously both within and outside of the Bargaining Unit. However, no applicants from outside the bargaining unit will be considered unless the posting and selection process is completed and no bargaining unit applicant was qualified.
- 15.04 An employee returning from a leave of absence shall have the right to return to their former position.

A temporary assignment may be cancelled with two (2) weeks written notice by either the University or the employee selected to fill the position or the temporary vacancy will end upon the return of the absent employee.

In instances where an employee returns to work prior to the estimated date of return, the University shall not be liable for payments to the resulting displaced employee. As much notice as possible will be given to the affected employee.

- 15.05 From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

When this occurs, the University shall post this opportunity in the form of an Expression of Interest for a period of at least ten (10) calendar days. A copy of the posted notice will be sent to the Unit Steward or designate within the aforementioned ten (10) calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the ten (10) day period referenced herein.

The University shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, the final decision for selection will be at the discretion of the University. Such discretion will not be exercised unreasonably.

If requested, the University will discuss the unsuccessful applicant's reasons why they were not chosen for the opportunity.

15.06 Trial Period

In the event that the successful applicant to a posting is a current regular full-time or part-time term employee, the employee shall be placed on a trial period of sixty (60) days in the new position. Conditional on satisfactory service, such trial promotion or transfer shall be confirmed after the period of sixty (60) days. At any time during the trial period the employee may elect to waive this provision by communicating in writing to the manager.

If the employee finds the position unsatisfactory or is unable to meet the basic requirements of the position, or the manager finds that the employee's performance is unsatisfactory she/he shall be returned to her/his former position without loss of seniority and at her/his former salary rate. Any other employee promoted or transferred because of the rearrangements of the positions shall be returned to her/his former position without loss of seniority and at her/his former

salary rate; any new employee hired to backfill a former position shall be terminated.

ARTICLE 16 – PROBATIONARY PERIOD

16.01 New employees will be subject to a six (6) month probation period beginning upon their date of hire into a position in the bargaining unit. Upon successful completion of such probationary period, the employee's name will be placed on the seniority list and credit shall be given since the date of hire as an employee in the bargaining unit.

16.02 This probationary period may be extended by three (3) months for valid reasons, upon written notice to the employee and the Union not later than ten (10) working days before the end of the probationary period.

This notice of extension will provide the reasons for the extension and the Supervisor will implement a development plan.

16.03 If an employee must be off work for longer than ten (10) working days, his probationary period will be extended by the same period.

16.04 The employee or the Union cannot grieve the termination of a probationary employee except for reasons of arbitrariness, discrimination or in bad faith.

ARTICLE 17 – LAYOFF AND RECALL

17.01 The University will first inform the Union at least thirty (30) days prior to a temporary or permanent layoff (greater than thirteen (13) weeks duration) and will consult with the Union to minimize any adverse effects on employees, and maximize creative approaches that meet the interests of both the University and the employees.

17.02 Any agreement between the University and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.

17.03 Temporary or Permanent Layoff

An employee who is subject to temporary or permanent layoff shall have the following entitlements:

1. The employee can accept the layoff and the University will place the employee on a recall list for twelve (12) months for employees with less than ten years of service and for eighteen (18) months for employees with more than ten years of service from the date the actual layoff begins; or

an employee may defer the effective date of layoff by using some or all of their accrued vacation and/or banked time. Should an employee exercise this option, the effective date of the layoff will be extended accordingly.

2. The employee can accept the layoff, and thereafter, at the Employer's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he were at work, and that his layoff will be deemed to have commenced at the end of the notice period. In this case the employee will receive a severance payment according to ESA entitlements.

3. (a) The employee may displace an employee within the bargaining unit who has lesser bargaining unit seniority within his or her classification, identical paying classification, or lower paying classification, if the employee originally subject to layoff can perform the duties of such employee without training other than orientation. Such orientation will be determined by the nature of the orientation required in each work area.

- (b) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification which will provide the greater salary:
 - (i) Consistent with the level he would have achieved in the lower classification based on his service and experience; or
 - (ii) At the highest step on the scale which would not exceed his pre-displacement salary.

17.04 Notice Period

The notice period will be based on the following:

- Upon completion of the probationary period and with up to one (1) year of service, one (1) week;
- Over one (1) year of service, less than three (3) years, two (2) weeks;
- Three (3) years of service or more, one (1) week for each year of service to a maximum of eight (8) weeks.

17.05 Recall Rights

- (a) An employee shall have opportunity of recall to an available vacant position as follows:

- (i) An employee who is recalled shall be credited with the seniority they had at the time of the layoff;
 - (ii) Employees laid-off with recall rights will automatically be considered for recall to every vacancy within their original classification or a lower classification;
 - (iii) An employee with recall rights shall be offered the vacant position within their original classification or a lower classification provided he possesses the threshold levels of skill, ability, experience and relevant qualifications required and is more senior than the candidate(s) who would otherwise be awarded the position.
- (b) No new employees shall be hired into a classification until all employees on layoff with recall rights to that classification have been provided an opportunity to return to work.
- (c) The University shall notify the employee or recall opportunity by electronic means. Upon request, the University shall notify the employee or recall opportunity by registered mail. If by registered mail, such mail will be addressed to the last address on record with the University (which notification shall be deemed to have been received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper electronic or mailing address being on record with the University.

If the employee does not confirm acceptance of the recall opportunity in accordance with the time limits set out in Article 14.05 (c) he shall be bypassed for the recall by the next most senior eligible employee with recall rights and therefore shall lose their employment.

If an employee is unavailable by electronic means or absent from their mailing address and wishes to ensure she does not lose recall rights by failing to confirm acceptance of the recall opportunity in accordance with time limits set out in Article 14.05 (c), they must notify the University by electronic means or in writing in advance of the dates that she will be unable to be reached.

ARTICLE 18 – CONTRACTING OUT

18.01 No work will be contracted out that is normally performed by members of the Bargaining Unit except in cases of emergency, special functions or extenuating circumstances.

ARTICLE 19 – WORK OF THE BARGAINING UNIT

19.01 Employees not covered by the terms of this Agreement will not perform any work which is regularly done by the employees covered in the agreement, except in circumstances of special functions (subject to 18.01), when instructing employees, for supervisory training, in an emergency, or otherwise extenuating circumstances.

ARTICLE 20 – VARIOUS PAID LEAVES

20.01 Upon request and after having made all reasonable attempts to minimize the impact of their absences on the operations, an employee shall be granted a paid special leave for the following circumstances listed in this Article.

Pay for such leave shall be limited to the normal number of hours that the employee was scheduled to work in each calendar day at the employee's regular salary. The day or days of the leave of absence for which the employee shall receive pay will be limited to those days on which the employee is scheduled to work and does not work.

20.02 Personal Leave

Special leave with pay up to an annual maximum of three (3) working days may be granted to an employee for circumstances deemed exceptional. In the event the employee has exhausted his days allotted he may use banked overtime hours or annual leave in its place.

Exceptional circumstances may include emergencies or family duties such as the temporary care of a family member who is sick, a doctor or dentist appointment for a family dependent who is unable to travel alone or an appointment with academic authorities. The employee must make all reasonable efforts to keep such absences from work to a minimum.

20.03 Bereavement

(a) If requested by the employee, a leave of absence with pay to a maximum of five (5) consecutive working days shall be granted for the purpose of attending the funeral where death or deaths occur in the employee's immediate family. Immediate family, for the purpose of this article, shall be

limited to the employee's mother, father, foster-mother, foster-father, sister, brother, spouse, children, step-children, grandchildren, mother and father in law. For the purposes of this article, the words spouse, husband, and wife may be replaced by Common law partner. However, if the funeral takes place at a distance greater than three hundred and twenty (320) kilometers from Ottawa (200 miles), the employee shall get one (1) day of additional paid leave.

- (b) One (1) day will be granted for the death of a sister-in-law, a brother-in-law, step-sister, step-brother, an uncle, an aunt, nephew, niece, a son-in-law, a daughter-in-law and grandparent of the employee or his spouse, for the purpose of attending the funeral. However, if the funeral takes place at a distance greater than three hundred and twenty (320) kilometers from Ottawa (200 miles), the employee shall get one (1) day of additional paid leave.
- (c) Upon approval of the Director, an employee may also request accumulated vacation days or hours of accumulated overtime to extend their leave.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with the above provisions. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits if requested at the time of the bereavement.
- (e) If a burial or memorial is held at a later date, an employee can utilize one (1) or more days of their entitlement, within one year following the date of bereavement for the purposes of attending such burial or memorial service.

20.04 Birth Leave

An employee can claim birth leave and receive one hundred percent of his salary, without this leave being considered part of the benefits and leave covered by provincial laws, for a maximum of three (3) working days.

Such leave is claimed by an employee who is not the birth mother, within five (5) days of the birth of a child.

20.05 Wedding

Once during his employment at the University, an employee has the right to five (5) working days of leave for his own wedding. The employee must submit this request at least eight (8) weeks in advance.

20.06 Moving

After having made all reasonable attempts to minimize the impact of their absences on the operations, an employee shall be granted one (1) working day of paid leave for moving his own permanent place of residence and must provide proof of change of address into the University's electronic system. Such leave can be used only once per calendar year.

20.07 Attendance at Compulsory Religious Services

An employee is granted paid leave when the employee must attend a mandatory religious service taking place during work hours. The University sets the amount of time deemed adequate to attend the service.

20.08 Jury Duty, Witness and Legal Proceeding Leave

20.08.1 An employee who is not one of the parties involved, will be granted paid leave if required to serve as;

- (i) a juror in any court of law, or
- (ii) is required to attend as a witness in a court proceeding in which the Crown is a party, or
- (iii) Is required by subpoena to attend a court of law.

The employee will not lose regular pay from scheduled hours of work because of such attendance provided that the employee:

- i. Notifies the University immediately on the employee's notification that they will be required to attend court;
- ii. Presents proof of service requiring the employee's attendance; and
- iii. Deposits with the University the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

20.08.2 When an employee is required to attend court as part of his duties while on duty, he will be paid his regular salary. Employees shall report for work immediately following completion of any such court proceeding to complete the remainder of their shift.

20.08.3 When an employee is required to attend court as part of his duties while off duty, the employee will be reimbursed for a minimum of four (4) hours at their regular hourly rate, or if more, the hours on the specific dates where

presence at court is required for work-related reasons. When mileage and parking expenses are incurred, they shall be reimbursed according to University of Ottawa Policy.

Employees required to attend court for work-related reasons on vacation days will be credited the appropriate number of vacation days.

ARTICLE 21 – LEAVES OF ABSENCE WITHOUT PAY

21.01 Employees can benefit from the following non-paid leaves provided for by the Ontario *Employment Standards Act*:

- Family Medical Leave
- Organ Donor Leave
- Family Caregiver Leave
- Critical Illness Leave
- Child Death Leave
- Crime-Related Child Disappearance Leave
- Domestic or Sexual Violence Leave
- Family Responsibility Leave
- Emergency Leave, Declared Emergencies
- Reservist Leave

Employees who request it must submit to the University as soon as possible the appropriate supporting documents in order to benefit from one of the leaves.

In the event of changes to the terms and conditions of these leaves in the Ontario *Employment Standards Act*, the University is committed to the new terms and conditions.

ARTICLE 22 – UNION LEAVE

22.01 Union Leave

The University shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leaves will not be granted where it unduly affects the proper operation of the University.

In requesting such leaves of absence, whenever possible the Union will give three (3) weeks' notice to the University to be confirmed by the Union in writing. The Union agrees to provide additional notice when possible.

During such leaves of absence the employee's salary and benefits shall be maintained by the University (if the employee was scheduled to work on such days) as per Article 8.09 (Union Leave Bill Back).

22.02 Union President, First Vice President or Executive Board Leave

When an employee is elected as the Union's President or First Vice President (provincially), the Union will immediately, following such election, advise the University of the name of the employee so elected. Leave of absence shall be for the duration of the current term of office. The Union shall reimburse the University the amounts paid on behalf of the employee, including pay and benefits.

When an employee is elected or appointed as an Executive Board member or Executive Officer of the Union, such employee shall be granted leave of absence for the time off required to exercise the duties of such appointment. The employee will provide notice to the University as outlined in Article 8.03. The Union shall reimburse the University the amounts paid on behalf of the employee, including pay and benefits.

In addition, for leaves under Article 14.04 seniority and service will continue to accrue.

ARTICLE 23 – MATERNITY AND PARENTAL LEAVES

23.01 Definitions:

- (a) Maternity leave: leave granted to a University employee who gives birth.
- (b) Parental leave: leave granted to a University employee when he adopts a child, for the care of a young child following birth or when the employee obtains care or custody of a child for the first time, be it the father or the mother.

A. Maternity Leave

23.02 Eligibility

All female employees who have completed thirteen (13) weeks of continuous service at the University are entitled to maternity leave. During this leave the employee shall retain the right to her position or to an equivalent position.

23.03 Duration

Maternity leave usually lasts seventeen (17) consecutive weeks and can be taken during the period which goes from the seventeenth (17th) week preceding the expected date of delivery until at least the twelfth (12th) week following the birth or stillbirth.

23.04 For miscarriages, an employee's maternity leave end at the latest of the following dates: in the instance of a miscarriage more than seventeen (17) weeks before the expected delivery date, there is no maternity leave; if the miscarriage occurs in the seven (17) weeks preceding the expected delivery date, the leave shall end no later than seventeen (17) weeks after the beginning of the leave or twelve (12) weeks after the miscarriage.

23.05 The employee must present a medical certificate and submit a written notice at least two (2) weeks before the leave, except when the doctor states that this deadline cannot be observed.

23.06 The employee may shorten her maternity leave by advising the University at least four (4) weeks in advance, but post-natal leave shall last at least six (6) weeks.

23.07 Benefits

Employees on maternity leave may choose to continue paying their employee contributions to the University employee benefits program. In such cases, the University will continue paying the employer contribution.

23.08 Employees on maternity leave continue to accumulate seniority as if they were at work.

B. Parental Leave

23.09 Eligibility

All employees who have completed thirteen (13) weeks of continuous service at the University are entitled to adoption or childcare leave. During this leave, the employee retains the right to his position or to an equivalent position.

23.10 Duration

Employees are eligible for leave of up to sixty-one (61) weeks for persons having just taken maternity leave and sixty-three (63) weeks for others. The leave must begin no later than seventy-eight (78) weeks following the adoption of the child or after the employee first obtains care of the child.

23.11 Parental leave for women who are also on maternity leave begins at the latest during the eighteenth (18th) week after the child's birth, unless the child is not yet under the employee's care.

23.12 Employees planning to take advantage of parental leave must submit written notice at least two (2) weeks before the leave.

23.13 An employee may shorten parental leave by advising the University at least four (4) weeks in advance.

23.14 Benefits

Employees on parental leave may choose to continue paying their employee contributions to the University employee benefits program they were participating to before the start of the leave. In such cases, the University will continue to pay the employer's contribution.

23.15 Employees on parental leave continue to accumulate seniority as if they were at work.

C. Extra Remuneration

23.16 Maternity Leave

Employees who hold a regular position at the University, for a minimum of twelve (12) months of continuous service and who are entitled to maternity leave receive the following benefits:

For up to a maximum of seventeen (17) weeks, which includes the waiting period (if applicable), the University shall pay to the employee the difference between:

- (a) Ninety-five percent (95%) of the employee's regular base salary and
- (b) the maximum level of the applicable government program available to any person whose salary corresponds to the employee's salary.

23.17 Parental Leave

Employees who hold a regular position at the University, for a minimum of twelve (12) months of continuous service and who are entitled to parental leave receive the following benefits:

During the six (6) week period, which includes the waiting period (if applicable), the University shall pay to the employee the difference between:

- (a) Ninety-five (95%) of the employee's regular base salary and
- (b) the maximum level of the applicable government program available to any person whose salary corresponds to the employee's salary.

23.18 Conditions

- (a) To qualify for the extra benefit, the employee shall provide Human Resources with evidence that she/he has applied for and will be in receipt of applicable government program benefits, including the amount of that benefit.
- (b) Extra benefits are not considered as income for the calculation of Employment Insurance premiums, but they are subject to the other deductions imposed by the *Employment Insurance Act*.
- (c) The employee and the University continue paying their normal contributions to the employee benefits program, even though the employee is collecting only 95% of his regular salary.
- (d) If there is a salary increase during the employee's maternity leave, the 95% remuneration she receives is to be adjusted according to the new salary.
- (e) If the University determines that the amounts paid through this program should not have been paid or should have been lower, the surplus amount is deducted from subsequent program payments or from any other amount payable by the University using a payment plan established between the parties.

- (f) Any amount to be reimbursed by virtue of the taxation limits set out in the *Employment Insurance Act* (1.5 times the maximum yearly allowance) will be at the employee's expense.

D. Extra Leave

- 23.19 Following maternity leave, an employee may request a one (1) year leave of absence without pay.
- 23.20 Following parental leave (without maternity leave before the parental leave), the employee may request a one (1) year leave of absence without pay.
- 23.21 A one (1) year leave of absence without pay but with job security may be approved at the discretion of the Director, who shall keep the position available for the employee's eventual return to work.
- 23.22 Following maternity or parental leave, an employee may request leave without pay of up to two (2) years, but in this case, the University would no longer be bound to keep the position open for the employee's return. Such leave is automatically approved by the Director.
- 23.23 If an employee wishes to return to work after a two-year leave of absence, for three (3) months he will have the right, like other regular internal candidates, to apply for a position, notwithstanding the conditions listed in the article covering seniority. If at the end of this three-month period the employee has not found another position, his employment at the University will automatically be terminated.
- 23.24 Employees on maternity or parental leave must choose between the privilege of a one (1) year unpaid leave of absence with job security and the right to a two (2) year unpaid leave of absence without job security.
- 23.25 The choice must be made in writing at least two (2) months before the end of maternity or parental leave.
- 23.26 A two (2) year unpaid leave may be taken by either parent, if both work at the University.
- 23.27 An employee cannot be compelled to take annual vacation time during maternity or parental leave but can use it to extend his leave.

ARTICLE 24 – SICK LEAVE

- 24.01 Sick leave benefits are payable at one hundred per cent of the regular base salary for a maximum period of one hundred and nineteen (119) calendar days or for a period ending on the employment termination date identified before the start of the disability, whichever period is shorter. A gradual return to work or a return-to-work

part time or to a part-time position is included in the calculation of the one hundred and nineteen (119) calendar days of sick leave granted to the employee.

- 24.02 A regular employee who has not completed three (3) months of their probationary period shall accumulate one day (1) of sick leave per month, up to a maximum of three (3) working days, which can be used during their probationary period.

A regular employee who has completed three (3) months of their probationary period receives the following sick leave benefits if they meet the definition of disability as per Article 24.04.

- 24.03 Term employees accumulate one (1) day of sick leave per month for the duration of the contract.

- (a) In the case of a long-term illness, the employee is entitled to use accumulated sick leave to cover the waiting period before receiving Employment Insurance benefits.
- (b) Sick leave can be accumulated when a contract is renewed but cannot be cashed in. The unused sick leave from previous contracts in a position of continuous service is credited up to a maximum of fifteen (15) working days.
- (c) The terms, conditions and limitations for sick leave for a regular employee apply to a term employee.

- 24.04 A regular employee with a total disability can receive sick leave benefits under the following conditions:

- (a) at the beginning of the disability period, the employee informs his supervisor of the anticipated length of absence;
- (b) Within five (5) calendar days after returning to work, the employee submits a medical note to Health and Wellness, Human Resources. The Note will indicate the date of the appointment, the dates of absence, the doctor's name, signature and registration number, and any applicable functional limitations:
 - when the sick leave exceeds three (3) consecutive calendar days; or
 - when the supervisor has reasonable doubt on the validity of the request for sick leave, even when the sick leave is less than three (3) consecutive calendar days.
- (c) The employees must enter the sick leave taken in the University's leaves electronic system.

24.05 When the disability period exceeds (10) calendar days, the employee provides a medical certificate to the University, duly completed by his treating physician, no later than twenty (20) calendar days after the start of the absence. The employer may ask to have the certificate renewed every month. In absence of the medical certificates, when required, the sick leave is without pay, and the service discontinues the salary from the date where a medical certificate was to be submitted and the days off work used up to that date are treated as annual leave. If the employee's annual leave has been exhausted, the absent days are treated as leave without pay and a Record of Employment is issued for potential Employment Insurance benefits.

24.06 To determine the employee's eligibility for sick leave benefits or his ability to return to work, the University will request appropriate information from the employee and their Health care provider. In absence of complete medical information, the employer may request additional information from the employee's Health care provider.

If the employee and their treating physician do not provide the required information, the University may request a medical assessment by one or more physicians designated by the University, at the latter's expense.

24.07 When the medical certificate or University examination(s) do not support a sick leave due to disability, or recognized under the long-term disability program, but the attending physician maintains that the employee cannot return to work, the employee is on leave without pay.

A medical certificate may be required every month to maintain the unpaid leave status for a maximum of one hundred and nineteen (119) calendar days, then every six (6) months thereafter. The conditions set out in the article on seniority apply to the accumulation and retention of seniority during this period.

The University may terminate the employer-employee relationship after two (2) years of absence from the workplace. This will be assessed on a case-by-case basis. When an employee is terminated under these circumstances, notice and severance pay will be paid out as per the *Employment Standards Act (ESA)*.

24.08 In order to protect confidentiality, the employee arranges for medical notes and certificates to be forwarded by the employee or the doctor directly to the, Health and Wellness Sector. These medial notes and certificates may be submitted electronically.

24.09 In order to renew the maximum period of one hundred and nineteen (119) calendar days of sick leave under 24.01, the employee must:

- return to work for one (1) full working day before a new sick leave period in the case of a completely unrelated and different disability, where the accident or sickness occurred after the day of return to work; or
- return to work for thirty (30) consecutive calendar days before a new sick leave period if the disability results from the same cause. During this period of thirty (30) consecutive days, the employee cannot take annual leave.

24.10 When an employee is injured or ill during leave without pay, he is not eligible for sick leave benefits.

An employee who becomes injured or ill while on leave without pay must notify their immediate manager of the date of which they are first absent due to personal illness, injury or medical emergency. They must provide a Medical Certificate before the leave without pay ends and can receive their salary starting on the date when they were originally scheduled to return to work, for the remainder of the Sick Leave Period.

24.11 The above sick leave benefits are not granted under certain circumstances, including but not limited to:

- (a) diseases or injuries sustained while committing an act recognized as a criminal offence by a duly constituted court or while serving a prison sentence;
- (b) all beauty treatments or cosmetic procedures not covered by a provincial medical health plan;
- (c) when the employee report sick for work and on the same day attends a course or another job.

24.12 Accommodation

Wherever possible and reasonable, the University accommodates employees with functional limitations to facilitate their return to work after an accident or illness. If possible, and depending on the accommodations to be made, the parties can also decide to place an employee in a vacant position that is in keeping with the functional limitations.

24.13 When an employee requires reasonable accommodation, he will provide the University with a functional abilities form from his treating physician to assist in assessing the accommodations required.

24.14 The employee notifies the Health and Wellness Sector, of the health condition, disability or impairment preventing him from meeting the job requirements.

24.15 The employee and the Bargaining Unit support and collaborate with the University in its efforts to identify and provide the necessary accommodations, in particular by helping to identify solutions that the University can reasonably consider to meet the employee's needs.

24.16 Leave for medical appointments and treatments

Employees shall endeavour to schedule their medical appointments and medical treatment appointments outside of work hours or at the beginning or end of the work day to minimize the impact of their absence on their work sector.

24.17 Employees will give their supervisor reasonable advance warning when they have to take leave for a medical appointment or treatment.

24.18 A maximum period of three (3) hours is granted for preventive or diagnostic appointments with a doctor, dentist or optometrist. If an absence of more than three (3) hours is required, this period is accounted for and treated as sick leave unless the time is made up for in hours of work.

24.19 All appointments for medical treatment purposes are accounted for and treated as sick leave. Employees accumulate hours approved for appointments and enter them into the University's electronic leave management system as increments of fifteen (15) minutes of sick leave.

ARTICLE 25 – ANNUAL LEAVE

25.01 Annual leave credits can be taken as they are accumulated during the year, beginning on January 1 of every year. Annual leave is accumulated on a monthly basis but is established at each pay period.

25.02 The University determines the period when an employee can take his annual leave based on its operational needs. To the extent possible, this determination must take into account the requirements of the job, the wishes of the employee and the employee's seniority in the Bargaining Unit.

If conflict arises among employees within a team regarding the annual leave schedule and employees cannot come to an agreement on who should have priority, Bargaining Unit seniority will be used as a last resort to determine priority.

25.03 Before taking an annual leave, an employee must have obtained authorization from his supervisor and have completed his request through the University's electronic leave management system. The authorization must be provided within five (5) working days of the electronic request.

- 25.04 The Ontario *Employment Standards Act* requires every employee to take at least one two-week period or two one-week periods of annual leave per year unless the employee submits a written request to the Director and is given written approval to take a shorter period.
- 25.05 Up to eighty (80) hours of unearned annual leave may be borrowed and used, except for term employees and employees on probation.
- 25.06 With the exception of employees on probation, an employee can defer up to eighty (80) hours of annual leave in excess of his/her annual vacation entitlement. Any annual leave in excess of this amount will be automatically forfeited. On September 30th of each year, the University will send to the Unit Steward a list of their members who have an excess amount of annual leave accumulation by December 31st of the given year. However, if for operational reasons, the annual leave in excess cannot be taken during the year, the employee will not lose these vacation credits. The employee and the manager will agree in writing on a reasonable schedule to take these extra vacation credits.
- 25.07 An employee who becomes ill during a period of annual leave begins his sick leave only at the end of the period of annual leave, if necessary.
- 25.08 An employee who is hospitalized and admitted as a result of an illness or accident that occurred during a period of annual leave can postpone his remaining annual leave to a later date. In that event, the employee must provide the Human Resources Service, Health and Wellness sector, with proof of his hospitalization, which will determine the employee's eligibility.
- 25.09 The University will endeavor to accommodate the wishes of the employees with respect to the choice of vacation dates subject to the right of the University to operate in an efficient manner and subject to the following clauses.
- (a) Team Coordinators will have priority in scheduling their Vacation Periods;
- (b) Preferences for vacation leave will be given in order of seniority provided that requests are made in accordance with the following:
- (i) Vacation requests must be provided in writing and the vacation schedule shall be posted as follows:

Vacation Period	Requested Date by	Posting Date
April 16 to October 15	March 1-15	April 1
October 16 to April 15	September 1-15	October 1

- (ii) Requests can be made to a maximum of three consecutive weeks at a time.
 - (iii) Requests for single days or additional weeks off will be considered after vacation weeks have been assigned. Notwithstanding the above, an employee may request consideration for more than three (3) weeks under special circumstances, which shall be assessed by the University on a case-by-case basis.
- (c) Vacation dates not requested in accordance with the above shall be provided on a first come, first served basis.
 - (d) A group of employees may collaborate to ensure that employees receive some vacation in prime time and/or what to do with cancellations provided that any such considerations are established and applied in accordance with seniority and are operationally feasible. It is understood that cancellations must be approved by the managers.
- 25.10 An employee who is on annual leave and for whom bereavement leave as outlined in Article 20 occurs during the period of annual leave, may convert the annual leave into bereavement leave as mentioned above. The deferred annual leave may be resumed later following agreement with the immediate supervisor.
- 25.11 Employees on sick leave approved by the University, or on leave due to a workplace accident, accumulate annual leave credits during the first one hundred and nineteen (119) calendar days of their absence.
- 25.12 Employees on maternity or parental leave accumulate paid annual leave credits during their absence.
- 25.13 During a leave without pay of more than ten (10) consecutive working days in a given year, an employee will not accumulate annual leave.
- 25.14 Subject to Article 25.01, employees who hold a permanent regular position accumulate the following annual leave for:

Date of continuous service for the accumulation of annual leave
 Up to 1 year: Accumulation rate is 1.25 d/m = 15 d/y

Years	D\ M	D\ Y
1	1.33	16
5	1.66	20
11	1.75	21
12	1.83	22
13	1.91	23
14	2.00	24
15	2.08	25
17	2.16	26
19	2.25	27
21	2.33	28
23	2.42	29
25	2.5	30

25.15 Full-time Term employees shall accumulate 1.25 days of annual leave per month.

Annual leave for part-time term employees shall be calculated and paid on a pro-rata of hours worked.

25.16 With the exception of the first week of September and peak times during the year such as, without being limited: Halloween, special events on campus, Canada Day.

The parties agree that vacation and leave will be based on:

Two employees off per team per shift year-round with the exception of June 15th to August 31st where a third (3rd) employee may be permitted time off. The third (3rd) employee will be permitted time off on condition that should operational needs require them to attend work, they must be available and report to work as requested.

If an additional employee requests leave, the manager may consider such request while taking operational requirements into consideration.

25.17 Upon the cessation of the employment relationship all employees shall receive a payout of any vacation pay owing and accrued to the date of termination pursuant to these provisions. Where an employee has overdrawn their accrued vacation bank, the overdrawn amount will be deducted from their final pay.

ARTICLE 26 – ACCESS TO CERTAIN POLICIES

26.01 For the duration of the Agreement, employees remain covered by those benefits applicable to them under University policies that are not covered in the Agreement. Before any amendment to these policies, the University commits to informing the Union and allowing the opportunity to provide feedback. In the case of a contradiction between University policies and a provision of the Agreement, the Agreement is applicable and takes precedence.

ARTICLE 27 – STATUTORY HOLIDAYS AND HOLIDAY PERIOD

27.01 Employees are entitled to the following statutory holidays listed below:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

27.02 Parking Division Employees are granted paid leave according to the normal work schedule for the period beginning on December 22 at 5 p.m. (or at the hour determined in the work schedule) and ending on January 3 at 8:45 a.m. (or at the employee's normal time to start work).

If January 3 falls on a Saturday or Sunday, employees shall return to work at the employee's normal time to start work on the first working day that follows.

Parking Division:

Employees shall receive equal hours of pay that they would normally have been scheduled in each circumstance where the parking schedule is interrupted by a statutory holiday.

(a) If December 23 or December 24 falls on a Saturday or Sunday, floating leave days are granted in the following calendar year to employees employed by the University on December 31 of that year, subject to the following terms and conditions:

- i. December 23: one day of floating leave
 - ii. December 24: half a day of floating leave
- (b) If one of the statutory holidays coincides with an employee's weekly day of rest other than Saturday or Sunday, the employee is granted a day of holiday leave to either be taken at a later date or paid out.

The method of payment will be established between the employee and their immediate supervisor before the completion of the shift.

Safety Division Employees working during the holiday period listed in Article 27.02 other than the statutory holidays listed in Article 27.01 have the choice to receive equivalent paid time off work or be paid at the regular hourly rate of pay in addition to their base salary.

The method of payment will be established between the employee and their immediate supervisor before the completion of the shift.

27.03 Remuneration

Employees who are asked to work during a statutory holiday listed in Article 27.01 are paid at a rate of one-and-a-half (1½) times the regular hourly rate in addition to their base salary, or receive the equivalent in time off work.

The method of payment will be established between the employee and their immediate supervisor before the completion of the shift.

- 27.04 For days between December 23rd and January 3rd that an employee is not scheduled to work, the employee will receive eight (8) hours of banking time. That excludes Saturdays and Sundays.

The method of payment will be established between the employee and their immediate supervisor before the completion of the shift.

- 27.05 Employees asked to work on December 23 and 24 (morning) receive floating leave as a replacement during the following calendar year.

ARTICLE 28 – HOURS OF WORK, OVERTIME AND PREMIUMS

- 28.01 The normal work week begins on Sunday at 07H00 AM.

- 28.02 The average annual normal work week is forty (40) hours. The work schedules include normal workdays divided into day, evening and night shifts, and are established by the management.

28.03 The University will endeavour to maintain stability and consistency within each employee's schedule.

The work schedules may be changed occasionally, with the agreement of the employee concerned, to meet the operational needs. In such instances, it is important to comply with the total annual number of hours of work scheduled for the position.

The schedules of work will be determined by the University and may be amended from time to time to meet various needs of the University campus.

When there is a permanent assignment change between teams, unless the employee and the manager agree to a sooner agreement, the employee shall be provided four (4) weeks' written notice of the change.

Pre-approved vacation or other leave for employees who are required by the Employer to change Teams will be honoured.

28.04 Shift Relief

It is agreed that employees on shift shall not leave their position until properly relieved by another employee or until authorized to do so by their on duty Supervisor.

28.05 Shift Exchange

An employee may switch shifts with another employee on a basis of mutual agreement with the written consent on the current form of both employee's supervisors. On the above basis, overtime rates shall not be paid.

28.06 Breaks

An employee who works a full shift is allowed a thirty (30) minutes for a meal break at a time established by the authorized persons.

All employees are entitled to two (2) fifteen (15) minute breaks with pay every day at a time established by the authorized persons.

An employee's meal break and breaks must be approved by the supervisor on-duty based on operational requirements.

An employee who works less than a full shift is entitled to a meal break lunch and break based on the number of hours worked in the day.

28.07 Overtime

Only overtime hours directly approved by the Supervisor before being worked are considered legitimate overtime hours and are paid under the terms and conditions in this article.

For employees required to work overtime as planned and requested, each hour of overtime worked beyond the regular workday or the regular work week, shall be calculated at the rate of time and a half (1.5) times the regular hourly rate. For employees required to work unplanned overtime, each hour of overtime worked beyond the regular workday or the regular work week shall be calculated at the rate of two (2) times the regular hourly rate, either in money or in equivalent time off, subject to the maximum amount of bankable time. Employees must decide with their on duty Supervisor when the time will be taken.

For the purposes of this Article, unplanned means overtime hours that have been requested or scheduled for an employee with less than forty-eight (48) hours' notice.

The choice between paid or banked overtime is at the employee's discretion.

28.08 No evening, night and week-end premiums shall be paid on overtime.

28.09 A maximum of sixty (60) hours of overtime, including the time and a half calculation, can be banked with an ongoing cap at any time to be taken as time off. All overtime beyond these sixty (60) hours must be paid.

Time off in lieu may be taken at a mutually agreed upon time between the employee and the supervisor. Such time off will be equivalent to the premium rate the employee has earned for working overtime.

28.10 Any banked overtime not used up by December 31 of each year will be carried over to the next year without exceeding the maximum sixty (60) hours.

Exceptionally, during the Christmas leave period only, an employee could accumulate twenty-four (24) extra hours over the maximum mentioned above (to a total maximum of eighty-four (84) hours). For that specific period, the employee must take those twenty-four (24) hours before March 31st, or they will be paid out to bring the maximum back to sixty hours (60) hours.

28.11 Premiums

Monday to Saturday	16H00 to 24H00	1,20 \$/hour
Monday to Saturday	00H00 to 08H00	1,25\$/hour
Saturday	08H00 to 16H00	1,10 \$/hour
Sunday	00H00 to 08H00	1,50 \$/hour
Sunday	08H00 to 16H00	1,10 \$/hour
Sunday	16H00 to 24H00	1,10 \$/hour
Coach Officer – CO	If Team Coordinator (TC) present	0,75 \$/hour
Coach Officer – CO	If Team Coordinator (TC) not present	1,50 \$/hour

28.12 Additional Hours & Overtime Call-Out Procedure

When the Service determines additional hours or overtime will be required, it will be offered to employees on an equitable basis in accordance with the order of solicitation that follows:

The electronic system will be utilized to provide an alert that there is an available overtime shift with the time and date of the shift specified and the expiry time of the availability. It is assigned strictly by seniority as follows:

- Regular Part-Time employees who are not at 40 hours (regular rate)
- Term Part-Time employees who are not at 40 hours (regular rate)
- Full-time employees by seniority (overtime rate)
- Regular Part-Time employees who are at 40 hours (overtime rate)
- Term Part-Time employees who are at 40 hours (overtime rate)

In the event where all employees refuse the shift, the employer may impose the hours in reverse seniority beginning with the part-time employees who have not yet reached 40 hours, in order to ensure the minimum safe staffing levels are maintained.

Note: All overtime for Team Coordinators is called out to Team Coordinators by seniority first followed by Coach Officer positions in order of seniority.

28.13 Reporting Pay

Employees who report for a scheduled shift will be guaranteed at least four (4) hours of work, or if the University determines that no work is available, will be paid at least four (4) hours at straight time. The reporting allowance outlined as herein shall not apply whenever an employee has received more than four (4) hours notice not to report to work.

28.14 Day Light Savings Time

Employees will be paid for the actual extra hours worked in the Fall at regular rate of pay. In the Spring, employees will be paid their normal scheduled working hours at regular rate.

28.15 Mandatory training and meetings

- (a) When the Employer determines that training is required for a position or classification (as opposed to training required for an individual), all persons in the position or classification shall receive that training.
- (b) Employees in attendance at mandatory training occurring outside of their regularly scheduled shifts shall be paid for time so spent in attendance at one and a half times (1.5X) their regular pay, or for four (4) hours, whichever is greater.
- (c) Additional expenses incurred while attending mandatory training and meetings will be covered according to University Policy #21.
- (d) In the event that an employee's attendance at mandatory training commences within one (1) hour of the start of their regularly scheduled shift, the employee shall report to work at the training location, otherwise they are expected to report to campus and will be given the reasonable travel time to reach the training location. Following the completion of training, employees will return to the workplace to complete the remainder of their shift only if more than one (1) hour is remaining.
- (e) An employee shall have a minimum of eight (8) hours' time off between the end of a regular scheduled shift and commencement of mandatory training or mandatory meetings.

28.16 Meal Allowance

- (a) An employee, who is required to work beyond his regular scheduled work day, will be provided with a meal allowance of twelve dollars (\$12) after the employee has worked two consecutive hours of overtime, or two hours prior to commencement of his regularly scheduled work day, as well as for every consecutive 4 hour period of overtime thereafter. This meal allowance will be provided by direct deposit.
- (b) During any unplanned overtime, employees will receive a meal allowance of twelve dollars (\$12) when working more than a four hour period and for each period of more than four (4) hours.

ARTICLE 29 – WAGES

29.01 The University pays each employee by direct deposit into an account at a financial institution chosen by the employee.

29.02 Any calculations made under this article are rounded to the closest dollar.

29.03 An employee's remuneration must not be changed unless such a change is in compliance with the provisions of the Agreement or has been agreed upon between the Parties.

29.04 An employee's annual salary is increased by two (2) adjustments:

- An economic increase (if applicable);
- A step increase (if employee has not reached the maximum salary for their salary scale).

29.05 An employee who has not yet completed their probationary period by the date for salary adjustments does not receive the step increase. Once an employee successfully completes his probationary period, he is granted a salary adjustment for step increase.

29.06 When an employee's salary surpasses the maximum of the salary grade, the salary is referred to as "red circled." This employee receives only half of the economic increase.

29.07 With respect to salary adjustments for University employees who are members of the bargaining unit, including retired employees, the adjustments made on May 1st are as follows, in chronological order: 2023: 3.5% - 2024: 3% - 2025 : 2.5%

a) On May 1, 2023, a 3.5 % adjustment of the salary scale for all grades; this is the first Step for the calculation of salary increases but does not affect individual salaries; the second step is an adjustment of 3.5 % for individuals, up to a new maximum of their salary class.

For employees whose salaries are higher than the maximum of their new salary scale as per Article 29.06: 1.75% adjustment of the salary.

b) On May 1, 2024, a 3 % adjustment of the salary scale for all grades; this is the first step for the calculation of salary increases but does not affect individual salaries; the second step is an adjustment of 3 % for individuals, up to the new maximum

of their salary class.

For employees whose salaries are higher than the maximum of their new salary scale as per Article 29.06: 1.5% adjustment of the salary.

c) On May 1, 2025, a 2.5 % adjustment of the salary scale for all grades; this is the first step for the calculation of salary increases but does not affect individual salaries; the second step is an adjustment 2.5 % for individuals, up to the new maximum of their salary class.

For employees whose salaries are higher than the maximum of their new salary scale as per Article 29.06: 1.25 % adjustment of the salary.

29.08 Employees who are not at the maximum of their salary scale will move up one step on the salary grid provided that they have worked the entire fiscal year prior to May 1. For employees who were not employed at the University during the entire fiscal year prior to May 1 or who were on unpaid leave during this period, the following conditions shall apply:

- (i) If they have completed six (6) or more months of uninterrupted service during this period, they will move up one step on the salary grid;
- (ii) For less than six (6) months, no step movement shall be granted.

Recovering overpayments and underpayments

29.09 In the case of a payroll error resulting in an overpayment to an employee, the University provides notice of the error to the employee as soon as possible. Unless an agreement has been made between the employee and the University within thirty (30) days of the notice to the employee regarding the overpayment, the University begins deducting an amount of not more than 15% of the employee's gross pay beginning on the next pay until the overpayment has been repaid in full. Notwithstanding the above procedure, the University can only recover overpayments made in the twelve (12) months preceding the notice of the error to the employee.

29.10 In the case of a payroll error resulting in an amount due to an employee but not paid, the University promptly pays the amount due no later than the following pay date, if possible, and advises the employee the error has been corrected.

29.11 In the case of termination of employment, the University can deduct any overpayments from the employee's final pay.

ARTICLE 30 – UNIFORMS

30.01 The University shall provide and replace, as required, the uniforms, clothing and equipment necessary for Protection Service Members to perform their duties. Employees shall wear their uniforms and ensure their cleanliness at their own expense.

Clothing and equipment shall be replaced when damaged or worn out and requests for replacement of unserviceable items shall not be unreasonably denied.

30.02 Only uniforms, clothing and equipment provided by the University is accepted. Alterations and/or any additions of the uniforms, clothing and equipment will not be allowed.

30.03 All items of uniform and equipment on charge to an employee shall be returned to the Employer upon termination of employment.

30.04 Plain clothes damaged in the line of duty will be replaced by the Employer.

ARTICLE 31 – PENSION PLAN

31.01 Unless otherwise agreed to by the parties, the University maintains in force the University of Ottawa Pension Plan and the benefits included therein for the duration of the collective agreement.

ARTICLE 32 – RETIREMENT ALLOWANCE

32.01 All regular employees within the Bargaining Unit hired after May 1st, 2018, are not eligible for the retirement allowance.

32.02 Regular employees hired before May 1, 2018, continue to accumulate years of service at the University for the purpose of the calculation of their retirement allowance.

32.03 Regular employees who are on leave without pay, with the exception of employees who are on long term disability leave or statutory leave at the time of their retirement are not eligible for a retirement allowance.

32.04 Eligible employees who take their retirement between the ages of 55 and 65 are entitled to a retirement allowance calculated using the following formula:

[standard for position] X [multiplier factor] X [number of years of service at the University] X [number of years of service remaining before normal retirement age]

32.04.1 Definitions

(a) Standard salary for position

The standard salary for the salary class to which the retiring employee's position belongs, based on the pay scale in effect as of May 1, 2003 (see Article 32.08).

(b) Multiplier factor

- is equal to 0.004 for staff under 60 years old and not having reached "factor 90"
- is equal to 0.006 for staff of 60 years old and over or having reached "factor 90" between age 55 and 60

(c) Number of years of service at the University

Total number of years of active service at the University of Ottawa accumulated up to the employee's date of retirement (expressed in years, months and days). The total excludes pension credit years from other employers, years spent on leave without pay and years of service previous to continuous service at the University.

(d) Number of years of service remaining before normal retirement age

Number of years of service the employee still needs to work before reaching age 65, that is, normal retirement age (expressed in years and months). This figure equals five (5) for employees between the ages of 55 and 60. It then progressively decreases between the ages of 60 and 65, reaching zero (0) at age 65.

(e) Factor 90

When the employee's age (expressed in years, months and days) plus their years of participation in the pension plan (expressed in years and half-months) gives a total of at least 90.

32.05 In accordance with the *Income Tax Act*, certain amounts may not be subject to taxation.

32.06 Employees shall give three (3) months of notice that they are retiring in order to receive the retirement allowance. Such notice is irrevocable. Employees who are planning to retire are encouraged to give as much notice as possible in order to help the Service with its budget and succession planning.

32.07 Retirement allowances shall be payable in the month following the employee's retirement.

32.08 SALARY STRUCTURE 2003-2004

40 HOURS/WEEK

<u>Grade</u>	<u>Minimum \$</u>	<u>Standard \$</u>	<u>Maximum \$</u>
OPSEU/ SEFPO 7	30 070 \$	34 965 \$	38 462 \$
OPSEU/ SEFPO 8	32 426 \$	38 148 \$	41 963 \$

ARTICLE 33 - GROUP INSURANCE

33.01 For a full list of Employee Group Insurance benefits, employees may refer to My Info on the Human Resources website.

33.02 Change of Carrier

It is understood that the University may at any time substitute another carrier for any Plan provided the benefits are equivalent.

The University must provide the Union with a copy of the insurance contracts in force, as well as the related additional amendments, as changes are made.

Eligibility for Group Insurance

33.03 Unless otherwise provided for by the Agreement or insurance plan in effect, all regular employees covered by the Agreement are eligible for group insurance from their starting date in a regular position.

33.04 Term employees shall be eligible for certain group insurance coverage when they have accumulated one (1) year of continuous service, as provided in the following articles.

33.05 When an employee reaches 65 years of age and is still working and holding a regular position, the basic and the optional long term disability insurance shall end. All other group insurance benefits are maintained, without limitation until the age of 71.

33.06 Upon the death of an active employee, access to group insurance Extended Health and Dental benefits will continue for up to one (1) year for the employee's spouse and eligible dependants, unless otherwise indicated in the insurance contract.

Group Insurance

- 33.07 For group insurance, the University pays the premium, shares the premium costs or does not pay the premium costs, depending on the provisions of each insurance plan listed in this article.
- 33.08 The University must provide the Bargaining Unit with a copy of the insurance contracts in force, as well as the related amendments, as changes are made.
- 33.09 The terms and conditions governing the group insurance contracts listed below shall remain as the ones in effect, except when the Parties negotiate different terms and conditions.
- Basic Employee Life Insurance
 - Basic Dependent Life Insurance
 - Optional Life Insurance for employees, Spouse and/or Eligible Dependants
 - Extended Health Insurance
 - Basic Dental Insurance
 - Optional Dental Insurance
 - Optional Accidental Death and Dismemberment Insurance
 - Basic Long-Term Disability Insurance
 - Optional Long-Term Disability Insurance
 - Health Care Spending Account

Basic Employee and Dependent Life Insurance

- 33.10 Term employees and regular employees will participate in a basic life insurance plan for which they pay 100 percent of the monthly premiums.

Optional Life Insurance for Employees, Spouse and/or Eligible Dependant

- 33.11 Term employees and regular employees can participate in optional life insurance plans for employee, spouse and/or child coverage. Such plans are based on the insurance provider's conditions and the employee will pay the required premium for the policy.

Extended Health Insurance

33.12 Term employees and regular employees will participate in an extended health insurance plan. Extended Health Plan premiums are paid one hundred (100) percent by the University.

Basic Dental Insurance

33.13 Term employees and regular employees will participate in a basic dental insurance plan. The premiums are paid one hundred percent (100%) by the University.

33.14 Reimbursement of dental expenses will be based on the Ontario Dental Association fee guide for general practitioners for the year prior to the current year and on the least expensive treatment that will yield professionally adequate results.

Optional Dental Insurance

33.15 Term employees and regular employees can participate in an optional dental insurance plan in accordance with the provider's conditions and shall pay the required premium for the policy.

33.16 Reimbursement of dental expenses will be based on the Ontario Dental Association fee guide for general practitioners for the year prior to the current year and on the least expensive treatment that will yield professionally adequate results.

Optional Accidental Death and Dismemberment Insurance

33.17 Term employees and regular employees can participate in an optional accidental death and dismemberment insurance plan in accordance with the provider's conditions and will pay the required premium for the policy.

Basic Long Term Disability Insurance

33.18 Regular employees who have completed their probationary period will participate in a basic long-term disability insurance benefit. The basic long-term disability plan coverage is based upon sixty percent (60%) of the employees' regular base salary. The University pays one hundred percent (100%) of the monthly premiums for the basic long-term disability insurance.

When an insurance provider determines an employee's eligibility for long-term disability benefits, this decision cannot be subject to a grievance under the Agreement.

Optional Long-Term Disability Insurance

33.19 Regular employees who have completed their probationary period can participate in an optional long-term disability plan in accordance with the provider's conditions and shall pay the required premiums for the policy.

Health Care Spending Account

33.20 Regular employees shall have an annual Health Care Spending Account of \$350.00 for their usage, in accordance with specific guidelines stipulated by CRA and the Insurance contract.

ARTICLE 34 – TEMPORARY SHUTDOWN OF THE UNIVERSITY

34.01 A temporary shutdown is declared when some or all of the activities of a faculty, a service, or all of the University are interrupted, either partially or completely, for exceptional and unforeseen circumstances such as a disaster, a break-down in air ventilation, a prolonged electrical failure, a major snowstorm or similar.

34.02 Should the University declare a temporary shutdown, the University shall identify the scope of the shutdown, whether it is inclusive of a faculty, a service or the whole University.

34.03 The following conditions apply during a temporary shutdown:

- (a) If the University requests the employees to leave work or to refrain from coming to work, any employee within the scope of the temporary shutdown unable to perform their work or who are required to leave the workplace during regular working hours, shall not be subject to any loss of regular salary.
- (b) Any employee who continues to work at the request of the University will receive, in addition to their regular remuneration, an additional amount equal to their normal basic remuneration or time off equivalent to the number of hours worked between the declaration of the temporary shutdown and the end of the employee's regular workday.
- (c) Employees who are already on leave or who have a flexible schedule and whose day of rest coincides with the declaration of a temporary shutdown will not receive additional pay. Normal work schedules will continue to be observed.

ARTICLE 35– TERMS AND DURATION OF AGREEMENT

- 35.01 The parties agree that the Union will produce the initial draft of this first Collective Agreement incorporating all the terms of the Memorandum for each party to proofread, request revisions, and then produce final copies for signature. The parties agree to the splitting of the costs for the copying of the final collective agreement.
- 35.02 The parties further agree that the terms of this collective agreement shall be effective on the date of ratification except as provided otherwise in these terms of settlement (Memorandum of Settlement dated August 29, 2023.).
- 35.03 Translation of the collective agreement shall be completed as soon as possible once the final collective agreement is signed by all the parties. The parties shall equally share the costs for the translation.

35.04 The term of this agreement is from May 1, 2023 to April 30, 2026. This agreement shall remain in full force and effect until April 30, 2026 and shall continue in effect thereafter from year to year unless either Party gives the other Party notice in writing within a three (3) month period immediately preceding the expiry date in any year that it desires its termination or amendment.

Signed on 26.00 of June, 2024 in Ottawa.

UNION

DocuSigned by:
Lisa Debransky
5A53BF5DD930448...
Lisa Debransky

DocuSigned by:
Benjamin Forest
F90CAD1CB28D443...
Benjamin Forest

Signed by:
Benjamin Cormier
D39EC13FA59C46B...
Benjamin Cormier

Signed by:
Daniel Lavergne
EF80941C9DE641B...
Daniel Lavergne

JP Hornick

UNIVERSITY OF OTTAWA

Signed by:
J Doyle
7AAAA4F7C57C4AC...
Jennifer Doyle
Vice-President, Finance and Administration

Signé par :
Jean-Yves Hinse
EC2D65D40B0441E...
Jean-Yves Hinse
Associate Vice President, Human Resources

DocuSigned by:
Kristie Faasen
EF7DCA502C814F5...
Kristie Faasen
Senior Director, Labour and Employee Relations

Signed by:
Mathieu Hudon
776AFE7EC6DF4CE...
Mathieu Hudon (Spokesperson)
Senior Lead Advisor, Labour and Employee Relations

Signé par :
Sylvie Pilotte
162CA7507E944F1...
Sylvie Pilotte
Human Resources Business Partner

Signed by:
Ryan MacDonald
1E7F0D0BB96C452...
Ryan MacDonald
Senior Manager, Protection Services

Signed by:
Nicholas Lavoie
7C2DBE9EB4744B5...
NICHOLAS LAVOIE
Operations Supervisor, Protection Services

SCHEDULE 'A'

Salary Scale

OPSEU/SEFPO 7 = Security Agent
 OPSEU/SEFPO 8 = Team Coordinator

**Salary scale on May 1, 2023, 40 hours per week
 Economic increase on May 1, 2023: 3.50%**

Salary class	STEP 1 Minimum	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7 Maximum
OPSEU/ SEFPO 7	62,986	65,903	68,819	71,736	74,652	77,569	80,189
OPSEU/ SEFPO 8	69,206	72,410	75,614	78,817	82,021	85,225	88,110

**Salary scale on May 1, 2024, 40 hours per week
 Economic increase on May 1, 2024: 3.00%**

Salary class	STEP 1 Minimum	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7 Maximum
OPSEU/ SEFPO 7	64,876	67,880	70,884	73,888	76,892	79,896	82,595
OPSEU/ SEFPO 8	71,282	74,582	77,882	81,182	84,482	87,782	90,753

**Salary scale on May 1, 2025, 40 hours per week
 Economic increase on May 1, 2025: 2.50%**

Salary class	STEP 1 Minimum	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7 Maximum
OPSEU/ SEFPO 7	66,498	69,577	72,656	75,735	78,814	81,893	84,660
OPSEU/ SEFPO 8	73,064	76,447	79,829	83,212	86,594	89,977	93,022

LETTER OF UNDERSTANDING #1

between

The University of Ottawa

and

OPSEU Local 4109

RE: Uniforms and Equipment

Whereas the University is committed to improving the equipment for Protection Service Members;

Whereas the Protection Service Members are interested in improvements in their comfort and wellness related to their uniform and equipment;

Whereas the University is in the process of assessing changes and improvements to the existing uniform and equipment kit;

And Whereas the Protection Service Members are interested in providing input and contributing to the before-mentioned improvements;

Therefore, the parties agree that consultation will take place at the Labour Management Committee regarding ongoing assessment of changes to the existing uniforms including equipment such as:

- Seasonal footwear
- Vests
- Pants
- Flashlights
- Suspenders, etc.

Signed on 26.00 of June, 2024 in Ottawa.

UNION

DocuSigned by:

Lisa Debransky

5A53BF5DD930448...

Lisa Debransky

DocuSigned by:

Benjamin Forest

F90CAD1CB28D443...

Benjamin Forest

Signed by:

Benjamin Cormier

D39EC13FA59C46B...

Benjamin Cormier

Signed by:

Daniel Lavergne

EF80941C9DE641B...

Daniel Lavergne

UNIVERSITY OF OTTAWA

Signed by:

Jennifer Doyle

7AAAA4F7C57C4AC...

Jennifer Doyle

Vice-President, Finance and Administration

Signé par :

Jean-Yves Hinse

EC2D65D40B0441E...

Jean-Yves Hinse

Associate Vice President, Human Resources

DocuSigned by:

Kristie Paasen

EF7DCA502C814F5...

Kristie Paasen

Senior Director, Labour and Employee Relations

Signed by:

Mathieu Hudon

776AFE7EC6DF4CE...

Mathieu Hudon (spokesperson)

Senior Lead Advisor, Labour and Employee Relations

Signé par :

Sylvie Pilotte

162CA7507E944F1...

Sylvie Pilotte

Human Resources Business Partner

Signed by:

Ryan MacDonald

1E7F0D0BB96C452...

Ryan MacDonald

Senior Manager, Protection Services

Signed by:

Nicholas Lavoie

7C2DBE9EB4744B5...

Nicholas Lavoie

Operations Supervisor, Protection Services

LETTER OF UNDERSTANDING #2**between****The University of Ottawa****and****OPSEU Local 4109****RE: Salary and Bill 124**

I. The parties are aware of the recent developments regarding Bill 124, specifically that in a decision dated November 29, 2022, Justice Koehnen of the Ontario Superior Court of Justice found that Bill 124, Protecting a Sustainable Public Sector for Future Generations Act, 2019 (“Bill 124”) is unconstitutional. The Ontario Government has appealed this decision, the results of the appeal remain uncertain, however Bill 124 is no longer in effect at the time of the signing of this Letter of Understanding (“LOU”).

II. It is understood and agreed to by the parties that the salary increases identified in this LOU are agreed to without prejudice to OPSEU’s right to continue to challenge to the constitutionality of the Protecting a Sustainable Public Sector for Future Generations Act, 2019, c12, and to obtain a remedy in relation to the same.

III. The parties agree that employees should not receive double compensation for losses in compensation arising from Bill 124.

IV. In the event that : 1) the constitutionality of Bill 124 changes (including if a stay in respect the Decision is granted, or if the appeal of the Decision is successful); 2) Bill 124 is replaced with similar legislation with provisions about compensation increases; or 3) if there is an award on the remedy in the Decision, the parties agree to meet in discuss and resolve issues that may arise with respect to this LOU, including compliance with Bill 124/legislation replacing Bill 124, and/or double compensation.

V. The University shall provide the following additional percentage increases, subject to statutory deductions, for each year of the contract expiring April 30, 2023:

- a. May 1, 2020- 0%
- b. May 1, 2021- 1%
- c. May 1, 2022- 2.5%

VI. The payments outlined in point V will be paid no later than ninety (90) days following the ratification of the collective agreement.

VII. OPSEU shall withdraw grievance no. GR.OPSEU.2023.02 filed on March 21, 2023.

VIII. This LOU is effective on the date of signature by both Parties.

Signed on 26.00 of 2024 June in Ottawa.

UNION

DocuSigned by:
Lisa Debransky
5A53BF5DD930448...
Lisa Debransky

DocuSigned by:
Benjamin Forest
F90CAD1CB28D443...
Benjamin Forest

Signed by:
[Signature]
D39EC13FA59C46B...
Benjamin Cormier

Signed by:
Daniel Lavergne
EF80941C9DE641B...
Daniel Lavergne

UNIVERSITY OF OTTAWA

Signed by:
J Doyle
7A AAAA4F7C57C4AC...
JENNIFER DOYLE
Vice-President, Finance and Administration

Signé par :
Jean-Yves Hinse
EC2D65D40B0441E...
JEAN-YVES HINSE
Associate Vice President, Human Resources

DocuSigned by:
Kristie Paasen
EF7DCA502C814F5...
KRISTIE PAASEN
Senior Director, Labour and Employee Relations

Signed by:
Mathieu Hudon
776AFE7EC6DF4CE...
MATHIEU HUDON (Spokesperson)
Senior Lead Advisor, Labour and Employee Relations

Signé par :
Sylvie Pilote
162CA7507E944F1...
SYLVIE PILOTTE
Human Resources Business Partner

Signed by:
Ryan MacDonald
1E7F0D0BB96C452...
RYAN MACDONALD
Senior Manager, Protection Services

Signed by:
Nicholas Lavoie
7C2DBE9EB4744B5...
NICHOLAS LAVOIE
Operations Supervisor, Protection Services